limit, extend, or describe the scope of this Agreement, or any provision hereof. No provisions in this Agreement are to be interpreted for or against any particular party because that party or his legal representative drafted such provision.

- 10.12 <u>Number and Gender</u>. The use of the singular in this Agreement includes the plural and the use of one gender includes the others whenever the context thereof so requires.
- 10.13 <u>Assignment</u>. This Agreement may not be assigned by either party except with the consent of the other party, which shall not be unreasonably withheld; provided, however, that a party may assign this Agreement to an affiliated entity under common ownership with that party upon thirty (30) days' written notice to the other party, but without the need to first obtain the other party's prior written consent.
- 10.14 <u>Signatory Authority</u>. Any person signing on behalf of any party hereto, hereby warrants and represents that he has authority to sign on behalf of such party, and that such signature is intended to create a valid and binding agreement between the parties and that no condition precedent exists as to the validity of such signature.

IN WITNESS WHEREOF, SCMC and SLI have caused this Agreement to be executed as of the date first above written.

SOUTH COAST MATERIALS COMPANY

Ву: ______

Name: MARKT LONG

Date: 12/30/2006

SYCAMORE LANDFILL, INC.

Jame: James T. Am Gravo

Title: District Vice-President

Date: 12/30/06

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EXHIBIT A

DESCRIPTION OF PROPERTY AND PROPERTY

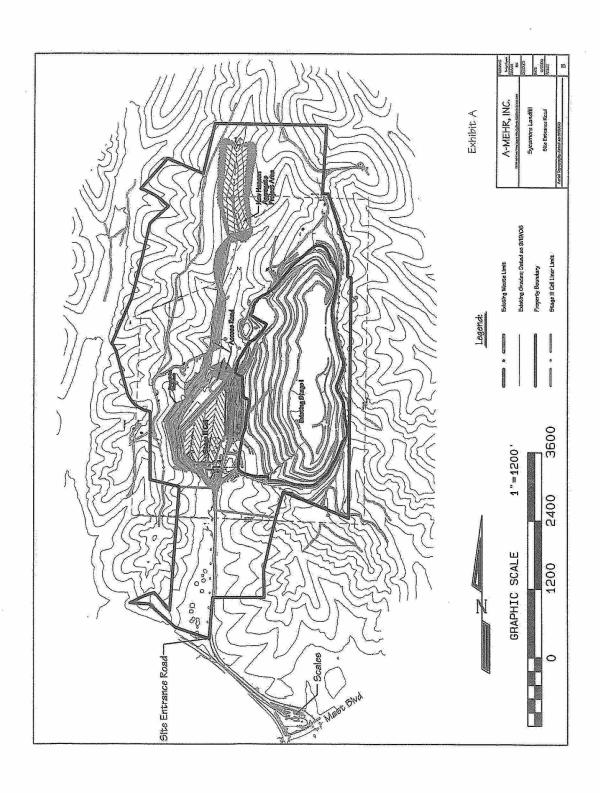


EXHIBIT A

Legal Description of Property

SYCAMORE LANDFILL

(APN#s: 366-031-06, 366-031-1, 366-031-23, 366-031-24, 366-040-11, 366-050-17, 366-040-18, 366-040-33, 366-040-35, 366-040-36, 366-070-14, 366-070-61, 366-080-55)

Parcel 1 (73-0421):

Those portions of Lots 3, 4, 9 and 10 of the Resuldivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Beginning at the intersection of the center line of Road Easement No. 18 with the center line of Road Easement No. 19 as shown on Sheet 1 of 3 of Miscellaneous Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1566, being the Northwesterly corner of land described in Quitclaim Deed to William J. Walsh, et ux, recorded August 1, 1966 as File/Page No. 124858; thence along the center line of said Road Easement No. 18 South 00 06 37 West, 416.95 feet to an angle point in the boundary of said Walsh's land; thence along said Foundary as follows; South 60 47 23 East 563.51 feet to the rost Southerly corner of said land; North 39 19 09 East, 678.62 feet to the most Easterly corner of said land, and North 28 2 31 West 568.72 feet to the center line of said Road Easement No. 19, being a point on the arc of a 500.00 foot radius surve, concave Northwesterly, a radial line of said curve bears South 51 00 09 East to said point; thence along said center line as follows: Southwesterly along the arc of said curve, through a central angle of 16 20 41 additional curve, concave Northerly; and Southwesterly along the arc of said curve, through a central angle of 40 11 07 additional curve, concave Northerly; and Southwesterly along the arc of 350.68 feet to the Point of Beginning

Parcel 2 (73-0422):

That portion of Lot 3 of the Resubdivision of Fan ta Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Commencing at the intersection of the center line of Road Easement No. 18 with the center line of Road Easement No. 19 as shown on Sheet 1 of 3 of Mispellaneous Map No. 488, filed in the

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Office of the County Recorder of San Diego County, May 3, 1966; thence along the center line of said Road Easement No. 18, South 00°06'37" West, 416.95 feet to the most Northerly corner of land described in Quitclaim Deed to Thomas Hunter McManus, Sr., et ux, recorded July 5, 1966 as File/Fage No. 109648 and thing the True Point of Eeginning; thence continuing along said center line South 00°d6'37" West, 732.05 feet (deed - 732.04 feet) to the beginning of a tangent 1000.00 foot radius curve, concave horthwesterly; and Southeasterly along the arc of said curve, through a central angle of 02 44'56" a distance of 17.98 feet to thoundary of said land as follows: South 76°52'17" East, 528.31 boundary of said land as follows: South 76°52'17" East, 528.31 feet to the Southeasterly corner of said land; North 01°49'58" west, 625.32 feet to an angle point therein; and North 60°47'23" West, 563.51 feet to the True Point of Beginning.

Parcel 3 (73-0420):

Those portions of Lots 3, 4, 9 and 10 of the Resubcivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Beginning at the intersection of the center line of Road Easement No. 1 with the Easterly prolongation of the center line of Road Easement No. 19 as shown on Sheet 1 of 3 of Miscellaneous Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1966, being also the Northeasterly corner of land described as Parcel 184, in Cuitclaim Deed to Donald E. Goodell, et ux, recorded March 29, 1967 as File/Page No. 42:60; thence along said prolongation and said center line of Road Easement Parcel 19 as follows: North 88°19'42' West, 100.9 feet (deed - 100.91 feet) to the beginning of a tangent 300.00 cot radius curve, concave Southeasterly, Southwesterly along he arc of said curve, through a central angle of 70°21'57", a distance of 368.43 feet; tangent to said curve, South 21°18'21" West, 709.62 feet to the beginning of a tangent 500.00 foot radius curve, concave Northwesterly; and Southwesterly along the arc of said curve, through a central angle of 1'°31'30", a distance of 152.94 feet to the most Westerly corner of said Parcel 184 of codell's land; thence along the boundary of said Parcel 184 as follows:

South 28°27'31" East, 568.72 feet to the Southwesterly corner of said land; thence South 39°19'09" West, 678.62 feet; thence South 44°28'28" West, 385.39 feet; thence South 80°00'26 East, 391.23 feet; thence South 64°00'57" West, 263.36 feet to the intersection of the center line of Easement No. 1 with the intersection of the center line of Easement No. 13 as shown on Sheet 1 of 3 of Miscellaneous Map No. 165, filed in the Office of the County Recorder of San Diego County, February 15, 1965, being also the most Southerly corner of land described in Quitclaim Deed to Donald E. Goodell, at ux, recorded

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September 13, 1965 as File/Page No. 165829; thence along said prolongation and said center line North 48°59'34" East, 479.20 feet to an angle point in the boundary of said Goddell's land reet to an angle point in the boundary of said Goodell's land last above referred to; thence along said boundary as follows: North 00°27'12" East, 666.50 feet to a corner therein; North 89°11'37" West, 39.83 feet to a corner therein; North 00°00'22" East, 1360.00 feet to an angle point therein; and North 74°06'28" West, 131.04 feet to the center line of said Easement No. 1; thence along said center line North 11°40'18" Ease, 218.66 feet to the Point of Beginning.

Parcel 4 (73-0414):

That portion of Lot 9 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Beginning at the Southeasterly terminus of the center line of Easement No. 10 as shown on Sheet 1 of 3 of Miscellaneous Map No. 465, filed in the Office of the County Recorder of San Diego 465, filed in the Office of the County Recorder of San Diego County, February 15, 1965, bring also a point on the Northwesterly line of land described as Parcel B-in-31 in Quitclaim Deed to Andrew Matro, et al, recorded December 14, 1964 as File/Page No. 226678; thence along the boundary of said land of Matto, et al, as follows: South 40°53′52" West, 1033.16 feet (record - South 40°53′30" West, 1033.31 feet) to the most Westerly corner of said land South 46°08′03" East, 722.60 feet (record - South 46°08′25" East, 722.70 feet) to the most Southerly corner of said land; North 50°09′37" East (record - North 50°09′15" East), 925.3° feet to the most Easterly corner of said land; North 50°09′15" East), 925.3° feet to the most Easterly corner of said land; North 56°54′32" West (record - North 58°54′50" West), 252.51 feet to an angle point therein; North 13°35′54" West (record - North 13°40′16" West), 761.53 feet to the most Northerly corner of said land; and South 40°53′52" West (record - South 40°53′30" West), 250.00 feet to the Point of Beginning.

Parcel 5 (73-0415):

Those portions of Lots 9 and 10 of the Resubdivision of a part of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, fixed in the Office of the County Recorder of San Diego County, February 28, 1918, and that portion of Lot 73 of Fancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof made in the acticn entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al" under Superior Court Case No. 348 of San Diego County, filed in said Recorder's office, described as follows: follows:

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Commencing at the intersection of the center line of Spring Canyon Road as shown on City Engineer's Drawing No 11029-1-D filed in the office of the City Engineer of the City of San Diego, County of San Diego, State of California, within the Diego, County of San Diego, State of California, within the Diego, County of San Diego, State of California, within the Center line of Road Easement No. 19 as shown on City Engineer's Center line of Road Easement No. 19 as shown on City Engineer; Drawing No. 12253-1-D filed in the office of said ity Engineer; thence along said center line South 64°30'44" East 183.06 feet to the Deginhing of a tangent 600.00 foot radius curve, concave Southwesterly; thence Southeasterly along the arc of said curve Southwesterly; thence Southeasterly along the arc of said curve Deeing along said center line, through a central angle of 33°01'55" a distance of 345.91 feet; thence leaving said center line North 23°18'19" East 871.07 feet to the True Joint of Deginning; thence North 14°32'59" East 716.39 feet; thence Reginning; thence North 14°32'59" East 716.39 feet; thence Engineer's Drawing No. 12253'1-D, said intersection with the center line of Road Easement No. 18 as shown on said City Engineer's Drawing No. 12253'1-D, said intersection being a point on the arc of a 1200.00 foot radius curve, concave Westerly; thence Southwesterly along the arc of said curve, being along thence Southwesterly along the arc of said curve, being along thence Southwesterly along the arc of said curve, being along thence Southwesterly along the arc of said curve, being along thence Southwesterly along the arc of said curve, being along thence Southwesterly along the arc of said curve, being along the said center line Scuth 71°27'13" East from the True Point of Beginning, thence North 71°27'13" East from the True Point of Beginning.

Parcel 6: (73-0407):

That portion of Lot 73 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al" under Superior Court Case No. 348 on file in the office of the County Clerk of San Diego County, described as follows:

Commencing at the intersection of the center line of Road Easement No. 1 with the Southeasterly continuation of the center line of Road Easement No. 12 as shown on Sheet 1 of 3 of Miscellaneous Map No. 488, fled in the Office of the County Miscellaneous Map No. 488, fled in the Office of the County Miscellaneous Map No. 488, fled in the Office of the County May 3, 1966, being a point on the Recorder of San Diego County May 3, 1966, being a point on the Recorder of a 800.00 foot radius curve, concave Northeasterly, and the contraction of and the center line of point; thence along the continuation of and the center line of said Road Easement No. 12 as a central angle of 51° 5′06° a central angle of 51° 5′06° a central angle of 51° 5′06° a tangent to said curve North distance of 720.50 feet; and contral angle of 51° 5′06° a tangent to said curve North described as Parcel 165 in deed to Frederick O. Horner of land described as Parcel 165 in deed to Frederick O. Horne, et ux, recorded June 24, 1969 as File/Page No. 112744 and being the True Point of Beginning; thence a long the boundary of said Parcel 165 of Horne's land as follows: North 67°04'14° West 1296.85 feet; Of Horne's land as follows: North 67°04'14° West line of said Lot 73; along said Northerly line South 89°08'54° East, 626.56 Lot 73; along said Northerly line South 89°08'54° East, 626.56 feet to the Northerly prolongation of the Westerly line of said Road Easement No. 12; along said prolongation South 00°00'22° Commencing at the intersection of the center line of Road

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West, 10:1.13 feet to the Northwesterly corner of said Road Easement No. 12; along the Northerly line of said Road Easement No. 12 South 78°00'38° East, 30.67 feet to the center line of said Road Easement No. 12 and along said center line South 00°00'22' West, 71.32 feet to the True Point of Beginning.

Excepting therefrom that portion thereof described as follows:

Commencing at the intersection of the center line of Road Easement No. 1 with the Southeasterly continuation of the center line of Road Easement No. 12 as shown an Sheet 1 of 3 of Miscellaneous Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1966, being a point on the arc of a 800.00 foot radius curve, concave Northeasterly, a radial line of said curve bears South 38°24'16" West, to said point; thence along the continuation of and the center line of said Road Easement No. 12 as follows: Northwesterly along the point; thence along the continuation of and the center line of said Road Easement No. 12 as follows: Northwesterly along the arc of said curve, through a central angle of 51°16'06" a distance of 720.50 feet; and tangent to said curve North 00°00'22" East, 268.68 feet to the most Southerly corner of land described as Parcel 165 in deed to Frederick O. Herne, et ux, recorded June 24, 1969 as File/Page No. 112744; thence along the boundary of said Parcel 165 of Horne's land North 67°04'14" West, 617.53 feet to the True Point of Beginning; thence continuing along said boundary of Parcel 165 of Horne's land as follows: North 67°04'14" West, 679.32 feet North 41°23'02" East, 816.82 feet to the Northerly line of said Lot 73; thence South 89°08'54" East, along said Northerly line 292.37 feet; thence leaving said Northerly line South 13°19'04" West, 897.30 feet to the True Point of Beginning.

Parcel 7: (73-0409-A1):

That portion of Lot 73 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of Galifornia, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of San Diego, et al" under Superior Court Case No. 348 on file in the office of the County of Clerk of San Diego County, described as follows:

Commencing at the intersection of the center line of Road Commencing at the intersection of the center line of Road Easement No. 1 with the Southeasterly continuation of the center line of Road Easement No. 12 as shown on Sheet 1 of 3 of Miscellameous Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1966, being point on the arc of a 800.00 foot radius curve, concave Northessterly, a radial line of said curve bears South 38°24'16° West, to said point; thence along the continuation of and the conter line of said Road Easement No. 12 Northwesterly along the arc of said curve, through a central angle of 30°39'00° a distance of 427.96 feet to the most Easterly corner of land describe as Parcel 166 in deed to Fernando L. Sola, et al, recorded June 24, 1969 as File/Page No. 112743 in said Recorder's office and being the True

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Point of Beginning: thence along the boundary of said Parcel 166 as follows: along the center line of said Road Essement No. 12, continuing Northwesterly and Northerly along the rc of said curve, through a central angle of 20°57'06" a distance of 292.54 feet; thence tangent to said curve North 00°00'22 East, 258.68 feet to the Northeasterly corner of said Parcel 166; thence North 67°04'14" West, 765.91 feet; thence South 04°11'26" East, 906.27 feet to the Northerly line of that parcel of land described in deed to the County of San Diego recorded February 8, 1974 as File/Page No. 74-033846 in said Recorder's office thence along said Northerly line North 85°48'34" East, 693.86 jeet to the True Point of Beginning.

Parcel 8 (73-0416):

Those portions of Lot 73 of Rancho Mission of San Diego, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of an Diego, et al" under Superior Court Case No. 348 on file in the office of the County Clerk of San Diego County, and portion of Lots 9 and 10 Resubdivision of Fanita Bancho, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, all being in the City of San Diego, County of San Diego, State of California, described as a whole as follows:

Commencing at the intersection of the center line of Road Easement No. 1 with the Southeasterly continuation of the center line of Road Easement No. 1; as shown on Sheet 1 of 3 of Miscellaheous Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1966, being point on the arc of a 800.00 foot radius curve, concave Southe sterly, in the center line of said Road Easement No. 1, a radial line of said curve bears North 56°35'10" West to said point; thence along the center line of said curve through a central angle of 21°44'32" a distance of 303.58 feet; and tangent to said curve South 11°40'18" West, 459.87 feet to the Northeasterly orn, orn, recorded August 25, 1966 as File/Page No. 139126 and being the True Point of Beginning; thence continuing along said center line South 11°40'18" West, 1020.20 feet (deed - 1020.2) feet) to the Easterly prolongation of the center line of Road Easement No. 19 as shown on said Miscellaheous Map No. 488 thence along said prolongation and said center line of Road Easement No. 19 as follows; North 88°19'42" West, 100.93 feet (deed - 100.91 feet) to the beginning of a tangent 300.00 foot radius very, concave Southeasterly; and Southwesterly along the arc of said curve, through a central angle of 35°27'02" a distance of 185.62 feet to the most Southerly corner of said Hunter's land; thence along the boundary of said Hunter's land as follows: North 70°12'44" West, 655.87 feet to the center line of Road Easement No. 19 as shown on Said Miscellaheous Map

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No. 488; thence along said center line as follows; North 17°22'12" East, 702.89 feet to the beginning of a langent 1200.00 foot radius curve, concave Scuthwesterly; and Northerly along the arc of said curve, through a central angle 04°39'25" a distance of 97.54 feet to the Northwesterly corner of said dunter's land; thence along the Northerly line of said Hunter's land South 78°36'44" East, 987.60 feet to the True Point of Beginning.

Parcel 9 (73-0417):

Those portions of Lots 9 and 10 of the Resubdivision of Farita. Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filled in the Office of the County Recorder of San Diego County, February 28, 1818 described as follows: 1918, described as follows:

Commencing at the intersection of the center line of Road
Easement No. 1 with the Easterly prolongation of the center line
of Road Easement No. 19 as shown on Sheet 1 of 3 of Miscellaneous
Map No. 488, filed in the Office of the County Recorded of San
Diego County May 3, 1966; thence along said prolongation and Map No. 408, filed in the Office of the County Recorded of San Diego County, May 3, 1966; thence along said prolongation and said center line of Road Easement No. 19 as follows: North 88°19'42" West, 100.93 feet (deed - 100.91 feet) to the beginning of a tangent 300.00 foot radius curve, concave Southeasterly; and Southwesterly along the arc of said curve, through a central angle of 15°27'02" a distance of 185.62 feet to the most Easterly corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of land described in puitclaim to Harry Weimer, recorded corner of Beginning; thence along the boundary of said Weimer's land as follows: North 19°05'29" West, 292.82 feet; and North 72°14'44" West, 655.87 feet to the center line of Road Easement No. 18 as shown on said Miscellaneous Map No. 488 thence along said center line South 17°22'12" West, 419.11 feet to the Southwesterly corner of said Weimer's land; thence along the Southwesterly line of said Weimer's land; thence along the Southwesterly line of said Weimer's land South 56'07'22" East, 180.39 feet to the center line as follows: North 1°18'21" East, thence along said center line as follows: North 1°18'21" East, 1818'21" East, 233.95 feet to the beginning of a tangent 300.00 foot radius curve, concave Southeasterly; and Northeasterly a long the arc of said curve, through a central angle of 34°54'55" distance of 182.81 feet to the True Point of Beginning. 182.81 feet to the True Point of Beginning.

Parcel 10 (73-0419):

Those portions of Lots 9 and 10 of the Resubdivis on of Fanita Rancho, in the City of San Piego, County of San Diego, State of California, according to Mar thereof No. 1703, filled in the Office of the County Recorder of San Diego County February 28, 1918, described as follows:

Commencing at the intersection of the center line of Road Easement No. 1 with the Easterly prolongation of the center line of Road Easement No. 19 as shown on Sheet 1 of 3 of Miscellaneous

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Map No. 488, filed in the Office of the County Recorder of San Diego County, May 3, 1966; thence along said prologation and said center line of Road Easement No. 19 as follows: North 88°19'42" West, 100.93 feet (deed - 100.91 feet) to the beginning of a tangent 300.00 foot radius curve, concave Southeasterly; Southwesterly along the arc of said curve, through a central angle of 70°21'57" a distance of 368.43 feet; and angent to said curve South 21°18'21" West, 233.95 feet to the most Easterly corner of land described in quitclaim Deed to David B. Devine, et al, recorded July 1, 1966 as File/Page No. 108768 and being the True Point of Beginning; thence continuing along said center line as follows: South 21°18'21" West, 475.67 feet to the beginning of a tangent 500.00 foot radius curve, concave Northwesterly; Southwesterly along the arc of said curve, through a central angle of 33°52'11" a distance of 295.57 feet; tangent to said curve 55°10'32" West, 260.47 feet to the beginning of a tangent 500.00 foot radius curve, concave Northerly; and Southwesterly along the arc of said curve; through a central angle of 40"11'07" a distance of 350.68 feet to the center line of Road Easement No. 18 as shown on said Miscellaheous Map No. 488; thence along the center line of said Road Easement No. 18 as follows: North 00°06'37" East, 391.28 feet to the beginning of a tangent 1000.00 foot radius curve, concave Easterly; Northerly along the arc of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°15'34" distance of said curve, through a central angle of 17°1 Map No. 488, filed in the Office of the County Recarder of San

Parcel 11 (73-0410):

Those portions of Lot 73 of Rancho Mission of San Diego, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of an Diego, et al" under Superior Court Case No. 348 on file in he office of the County Clerk of San Diego County, and Lot 9 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego, County, February 28, 1918, 211 being in the City of San Diego, County of San Diego, State of California, and being more particularly described as follows:

Beginning at the Northerly terminus of the center line of Easement No. 12 as shown on Sheet 1 of 3 of Miscellaneous Map No. Easement No. 12 as shown on Sheet 1 of 3 of Miscellaneous Map No. 465, filed in the Office of the County Recorder de San Diego County, Pebruary 15, 1965, being also the Northwesterly corner of land described in Quitclaim Deed to Fred Eklund, et al, recorded September 27, 1965 as File/Page No. 175424; thence along the center line of said Easement No. 12 and the Southeasterly continuation thereof as follows: South 00°00'22 West 340.00 feet to the beginning of a tangent 800.00 foot redius curve, concave Northeasterly; and Southeasterly along the arc of said

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curve, through a central angle of 51°36'06" a distance of 720.50 feet to the center line of Easement No. 1 as shown on said Miscellameous Map No. 465; being a point on the anc of a 800.00 foot radius curve, concave Southeasterly, a radial line of said curve bears North 56°35'10" West to said point; thence along the center line of said Easement; No. 1 as follows: Northeasterly center line of said curve, through a central angle of 08°13'05" a distance of 114.75 feet; non-tangent to said curve North 42°31'20" East, 528.78 feet; being a point on the arc of a non-tangent 800.00 feet radius curve, concave Southeasterly, a radial line of said curve bears North 48°22'05" West to said point; and Northeasterly along the arc of said curve, through a central angle of 47°25'09" a distance of 662.09 feet; thence at right angles to said center line North 00°56'56" West, 30.00 feet to a corner in the boundary of said land of Eklund, et al; thence along said boundary as follows: South 89°03'04" West, 398.41 feet to an angle point therein; and North 78°00'36" West, 936.49 feet to the Point of Beginning.

Parcel 12 (73-0413):

That portion of Lot 9 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Beginning at the intersection of the center line of Road Easement No. 10 with the center line of Road Easement No. as shown on Sheet 1 of 3 of Miscellaneous Map No. 465, filed in the Office of the County Recorder of San Diego County, State of California, February 15, 1965; being on the arc of a 100.00 foot radius February 15, 1965; being on the arc of a 100.00 foot radius Curve, concave Northeasterly, a radial line of said curve bears of and the center line of said Easement No. 10, Sautheasterly along the arc of said curve, through a central and le of 23°56'42" along the arc of said curve, through a central and le of 23°56'42" along the arc of said curve, through a central and le of 23°56'42" along the arc of said curve, through a central and le of 23°56'42" along the arc of said curve, through a central and le of 23°56'42" along the arc of said curve, through a central and le of 23°56'54' said stance of 417.92 feet to an angle point in the boundary of a distance of 417.92 feet to an angle point therein; thence along the poundary of said Parcel B-151 as follows: North 40°53'52" East, 250.00 feet; South 13°39'54" East, 761.58 feet; South 56°54'32' East, 252.51 south 13°39'54" East, 761.58 feet; South 56°54'32' East, 252.51 south 13°39'54" East, 761.58 feet; South 89°03'04" est, 100.00 in the center line of Road Easement No. 1; thence along the Northerly feet; thence North 03°22'21" East, 30.00 feet to he Northerly feet; thence North 03°22'21" East, 30.00 feet to he Northerly feet to the Northwesterly corner of said Parcel B-151 of Newport's to the Northwesterly corner of said Parcel B-151 of Newport's head and; thence South 00°56'56" East, 30.00 feet to the center line of said Easement No. 1, being a point on the arc of a 800.00 foot radius curve, concave Southeasterly, a radial line of said curve bears North 00°56'56" West to said point; thence long said center line dears North 00°56'56" West to said point; thence long said center line dears North 00°56'56" West to said curve, through a center line deared to th

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central angle of 07°09'43" a distance of 100.00 feet to the Point of Beginning.

Parcel 13 (73-0423):

Those portions of Lots 3 and 4 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filled in the Office of the County Recorder of San Diego County, February 28, 1918, described as follows:

Commencing at the intersection of the center line of Road Easement No. 18 with the center line of Road Easement No. 19 as shown on Sheet 1 of 3 of Miscellaneous Map No. 48%, filed in the Office of the County Recorder of San Diego County May 3, 1966; thence along the center line of said Road Easement No. 18, South 00°06'37" West 1149.00 feet to the Southwesterly corner of land described in Quitclaim Deed to Thomas Hunter McMarus, Sr., et ux, recorded July 5, 1966 as File/Page No. 109648; thence along the Southerly line of said McMarus' land South 76'52';7" East, 528.31 feet to the Southwesterly corner of land described in Quitclaim Deed to Vernon Lucius Robinson, et ux, recorded July 28, 1966 as File/Page No. 123058 and being the True Point of Beginning; thence along the boundary of said Robinson's land as follows: North 01'49'58" West 625.32 feet to the most North erly corner of said land; South 44°28'28" East, 385.39 feet to a angle point therein; South 80°00'26" East, 391.23 feet to the center line of Road Easement No. 1 as shown on Miscellaneous Map No. 488; along said center line South 04°00'57" West, 263 feet; and South 00°26'59" West, 49.44 feet to the Southeasterly corner of said Robinson's land; thence along the Southerly line of said Robinson's land North 87°12'37" West, 617.20 feet to the True Point of Beginning. Point of Beginning.

Parcel 14 (73-0411):

Those portions of Lot 73 of Rancho Mission of San Diego, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of an Diego, et al" under Superior Court Case No. 348 on file in the office of the County Clerk of San Diego County, and Lots 9 and 10 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows: whole as follows:

Beginning at the intersection of the center line of Road Fasement No. 1 with the Southeasterly continuation of the center line of Road Fasement No. 12 as shown on Sheet 1 of 3 of discellareous Map No. 188, filed in the Office of the County Retorder of San Diego County May 3, 1966 Deing 3 point on the arc of 3 500 00 Diego County, May 3, 1966, being a point on the acc of a 800.00

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foot radius curve, concave southeasterly, in the enter line of said Road Easement No. 1, a radial line of said curve bears North 56°35'10° West to said point; thence along the ceter line of said Road Easement No. 1 as follows: Southwesterly along the arc of said curve, through a central angle of 21°44'3 " a distance of 303.58 feet; and tangent to said curve South 11°4'18" West 459.87 feet to the Southeasterly corner of land described in Quitclaim Deed to Conrad B. Walburger, et ux, recarded July 22, 1966 as File/Page No. 119961; thence along the Southerly line of said Walburger's land North 78°36'44" West, 987.6 feet to the center line of Road Easement No. 18 as shown on M scellaneous Map No. 488, being a point on the arc of a 1200.00 foot radius curve, center line of Road Easement No. 18 as shown on M scellaneous Map No. 488, being a point on the arc of a 1200.00 for tradius curve, concave southwesterly, a radial line of said curve bears South 77°17′14° East to said point; thence along the center line of said Road Easement No. 18, Forthwesterly along the arc of said curve, through a central angle of 39°14′19° a distance of 921.81 feet to the most Westerly corner of said Walburger's land; thence along the Northerly line of said Walburger's land North 85°48′34° East, 1026.35 feet to the center line of said Road Easement No. 12, being a point on the arc of a 800.00 foot radius curve, concave Northeasterly, a radial line of said curve bears South 69°03′16° West to said point; thence along said center line and the continuation thereof Southeasterly along the arc of said curve, through a central angle of 30°39′00° a distance of 427.96 feet to the Point of Beginning. feet to the Point of Beginning.

Parcel 15 (73-0408):

Those portions of Lot 73 of Rancho Mission of San Diego, in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of an Diego, et al" under Superior Court Case No. 348 on file in the office of the County Clerk of San Diego County, and of Lot 9 of the Resubdivision of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County, February 28, 1918, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows: whole as follows:

Beginning at the Northerly terminus of the Westerly line of Easement No. 12 as shown on Sheet 1 of 3 of Miscellaneous Map No. 465, filed in the Office of the County Recorder of San Diego County, February 15, 1965; thence South 78°00'38" East, 30.67 feet to the Northerly terminus of the center line of said Easement No. 12, being the Northwesterly corner of land described in Quitclaim Deed to Fred Eclund, et al, recorded September 27, 1965 as File/Page No. 175421; thence along the Northerly boundary of said land of Eclund, et al, as follows: South 78°00'38" East, 936.49 feet to an angle point therein, and North 89°03'04" East, 938.41 feet to a corner in the boundary of land described as Parcel B-151 in Quitclaim Deed to James R. Newport, et ux,

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recorded August 23, 1965 as File/Page No. 153083; thence along the Northerly line of said land North 89°03'04" Edst, 201.68 feet to an angle point in the Westerly boundary of land described in Quitclaim Deed to Jeffrian Optporation, et al, recorded August 19, 1965 as File/Page No. 135461; thence along said Northerly boundary as follows: North 03°22'21" East, 425.73 feet to an angle point therein; and North 03°27'27" East, 774 48 feet to the Northerly boundary of said Rancho Mission; thence along said Northerly boundary North 89°08'54" West, 1617.81 feet to the Northerly prolongation of the Westerly line of said Easement No. 12; thence along said prolongation South 00°00'22" West, 1031.13 feet to the Point of Beginning.

Parcel 16 (73-0418-A1):

Those portions of Lots 3 and 10 of the Resubdivision of Famita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County February 28, 1918, and that portion of Lot 73 of Rancho Mission of San Diego, according to Partition Map thereof made in the action entitled "Juan M. Luco, et al, vs. The Commercial Bank of can Diego, et al" under Superior Court Case No. 348 on file in the office of the County Clerk of San Diego County, described as follows:

Commencing at the intersection of the center line of Spring Canyon Read as shown on City Engineer's Drawing No. 11029-1-D filed in the office of the City Engineer of the City of San Diego, County of San Diego, State of California, ith the center line of Road Easement No. 19 as shown on City Engineer's Drawing No. 12251-1-D filed in the office of said City Engineer's Drawing No. 12251-1-D filed in the office of said City Engineer's Drawing No. 12251-1-D filed in the office of said City Engineer's Drawing No. 12251-1-D filed in the office of said City Engineer; thence along said center line South 64°30'44" East 183.0° feet to the beginning of a tangent 600.00 foot radius curve, oncave Southwesterly; thence Southesterly along the arc of said curve, being along said center line, through a central angle of 33°01'55" a distance of 345.91 feet to the True Print of Beginning; thence leaving said center line North 33°18'19" East, 871.07 feet; thence South 71°27'13" East, 754.55 feet to the center line of Road Easement No. 18 as shown on said City Engineer's Drawing No. 12253-1-D; thence along said center line South 17°22'12" West, 1105.57 feet to the beginning of a tangent 1000.00 foot radius curve, concave Easterly; thence Southerly along the arc of said curve, being along said center line, through a central angle of 17°15'34" a distance of 301.24 feet; thence tangent to said curve and along said center line South 00°00'37" West, 391.28 feet to an intersection with the center line of said Road Easement No. 19, said intersection being a point on the arc of a 500.00 foot radius curve, cancave Northerly whose center bears North 05°21'39" East, thence Northwesterly along the arc of said curve being along center line, through a center angle of 69°21'14" a distance of 605.23 feet; thence tangent to said curve and along said center line, through a center angle of 69°21'14" a distance of 605.23 feet; thence tangent to said curve and along said center line forth 15°17'07" West, 686.17 feet to the beginning of a tangent 600.00 f

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radius curve, concave Southwesterly; thence Northwesterly along the arc of said curve, being along center line, through a central angle of 16°11'43" a distance of 169.60 feet to the True Point of Beginning.

Parcel 17 (73-0412):

That portion of Lot 9 of the Resubdivision of a portion of Fanita Rancho, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1703, filed in the Office of the County Recorder of San Diego County February 28, 1918, described as follows:

Beginning at the intersection of the center line of Road Easement No. 1 with the center line of Road Easement No. 10 as described in that certain Instrument recorded June 7, 1955 as File/Page No. 101350 wherein the City of San Diego was quitclaided certain road and sewer easements by the United States of America acting by and through the Administrator of General Services, said Thtersection being a point on the arc of an 800.00 foot radius curve, concave Southeasterly in the center line of said Road Easement No. 1 a radial line of said curve bears North 08°06'39" West to said point; thence along the center line of said Road Easement No. 1 as follows: Southwesterly along the arc of said curve, through a central angle of 40°15'26" a distance of 562.09 feet; non-tangent to said curve South 42°31'26" West 528.78 feet to the beginning of a tangent 800.00 foot radius curve, concave Southeasterly; Southwesterly along the arc of said curve, through a central angle of 29°57'38" a distance of 418.33 feet to the beginning of a cangent to said curve South 11°40'18" West, 1698.73 feet to the Southwesterly corner of land described as Parcel 3-154 in Quitclaim Deed to Joseph E. Selma, et al, recorder July 30, 1965 as File/Page No. 137214; thence along the boundary of said Parcel B-154 as follows: South 74°06'28" East, 131.04 feet to an angle point therein; and North 50°09'37" Rast, 1670.00 leet to the most Southerly corner of land described as Parcel B-11 31 in Quitclaim Deed to Andrew Matto, et al, recorded December 14 1964 as File/Page No. 226678; thence along the boundary of said Parcel B-11-31 as follows: North 44°08'03" West, 722.69 feet (record North 46°08'25" West, 711.70 feet) to an angle point therein; and North 40°53'52" East 1033.16 feet (record North 40°53'30" East 1033.31 feet) to the Southeasterly terminus of the center line of said curve bears South 50°26'59" West to said point; thence along said center line, Northwesterly along the arc of said surve, through a central angle of 23°56'42" distance of 417.92 faet

Parcel 18 (63-5017):

Those portions of Lots 4 and 9 of the Resubdivision of a part of Fanita Rancho, in the City of San Diego, County of San Diego,

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EXHIBIT B

RIGHT-OF-WAY MAP

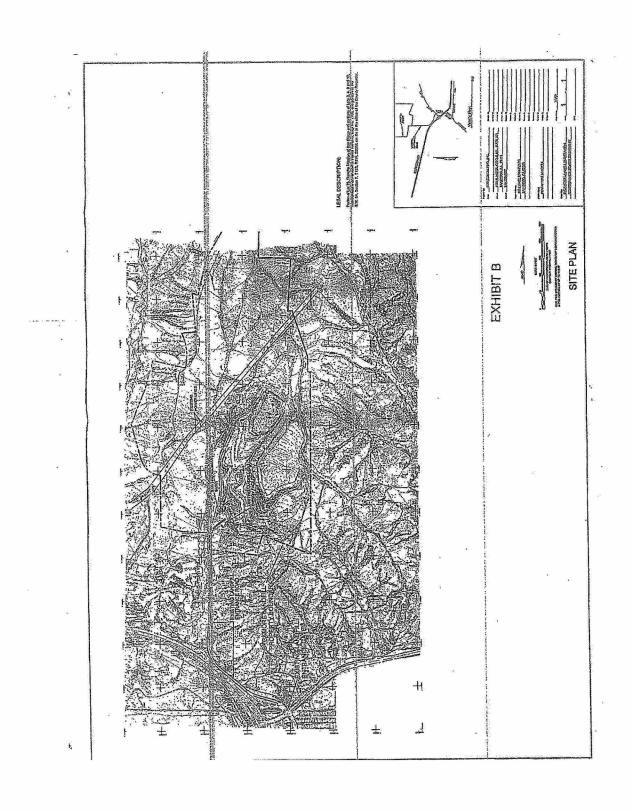


EXHIBIT C

FINE MATERIALS CONVEYANCE AREA

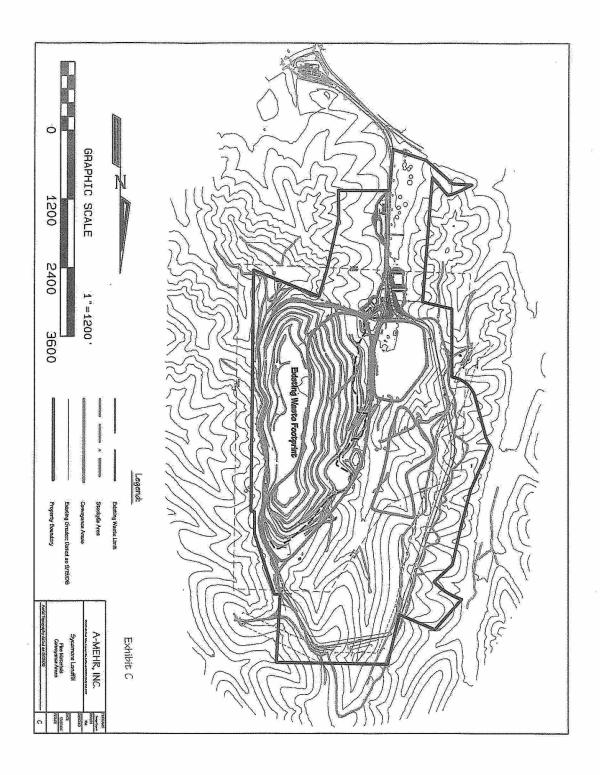


EXHIBIT D

GRADING PLAN

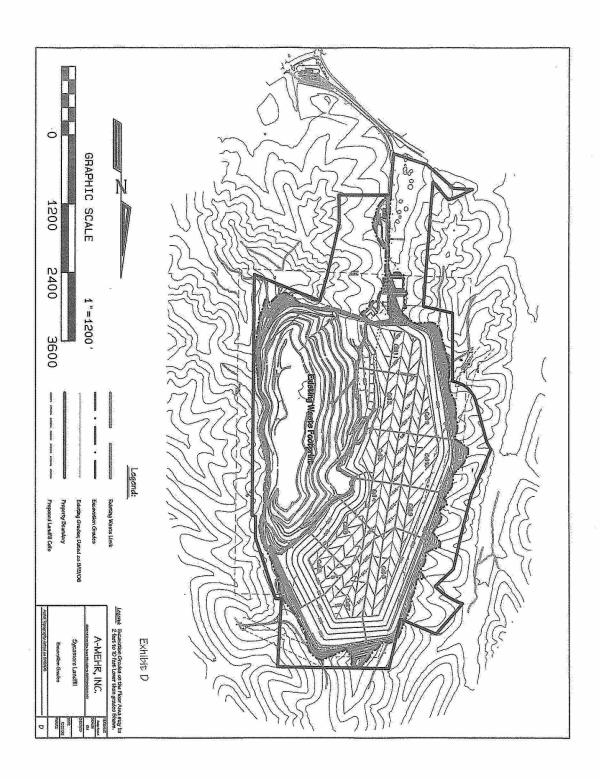


EXHIBIT E

FIXED ROYALTY SCHEDULE

	Period Beginning	Period Ending	Proposed Monthly Royalty	Proposed Annual Royalty
Year 1	Jan-07	Dec-07	\$310,147	\$3,721,764
Year 2	Jan-08	Dec-08	\$325,654	\$3,907,852

FIRST AMENDMENT TO LANDFILL DEVELOPMENT AGREEMENT

This First Amendment to Landfill Development Agreement (the "Amendment") is hereby entered into and effective as of December 5, 2016, by and between Hanson Aggregates Pacific Southwest, Inc., a Delaware corporation ("Hanson") and Sycamore Landfill, Inc., a California corporation ("SLI," collectively, the "parties").

RECITALS

- A. South Coast Materials Company, a California corporation, as predecessor to Hanson, and SLI entered into that certain Landfill Development Agreement dated as of December 31, 2006 ("Development Agreement," together with this Amendment, the "Agreement").
- B. When the parties entered into the Development Agreement, they contemplated that Hanson's payment of the Fixed Royalty in Section 3.2 of the Development Agreement would equally balance with SLI's payment of the Extraction Fee in Section 4 of the Development Agreement. In and around December 31, 2008, the parties determined that the Fixed Royalties and the Extraction Fees were not equally balancing as contemplated. Fixed Royalties paid by Hanson were substantially more than the Extraction Fees paid by SLI.
- C. On or about December 31, 2008, SLI contends that the parties agreed to temporarily suspend Hanson's obligation to pay the Fixed Royalties to SLI and agreed that the parties would reassess the Fixed Royalty provision in the Development Agreement in the future. Hanson contends that currently SLI owes Hanson \$2,453,477 ("Extraction Fees Receivables Balance"), which represents the difference between the total Fixed Royalties paid by Hanson (\$8,280,920) and the total Extraction Fees paid by SLI (\$5,827,442) under the Development Agreement. SLI disputes these contentions.
- D. On or about November 20, 2014, SLI provided notice to Hanson that SLI required Hanson to relocate its equipment to another location on the Property. Hanson incurred \$3,410,665.80 of costs to relocate its equipment ("Relocation Costs"). Pursuant to Section 6.1 of the Development Agreement, SLI is obligated to pay Hanson \$1,591,644.04 ("SLI Relocation Obligation") which represents 7/15ths of the Relocation Costs.
- E. On or about November 20, 2014, SLI determined that it needed Hanson to substantially increase its rate of excavation of the Material from the Property. SLI contends that it anticipated that, as of December 2015, Hanson would have excavated a total of 16 million cubic yards of Materials, and SLI contends that Hanson has excavated slightly over 3.1 million cubic yards of Materials as of December 2015. Hanson disputes these contentions.
- F. SLI hired and paid a contractor, Rumco, in 2014 to excavate the Material from the Property ("Contractor Excavation Cost"). SLI has been and will be providing such excavated Material to Hanson, and Hanson will pay SLI the Production Royalty Rate for the saleable Aggregates contained in such excavated Material.
 - G. On or about March 18, 2016, SLI requested that Hanson relocated certain utility

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lines to another location on the Property. Hanson contends that pursuant to Section 6.1 of the Development Agreement, SLI will be obligated to pay Hanson 5/15ths of the total cost to relocate the utility lines ("Utility Relocation Cost"), the total cost of which is estimated to be about \$750,000.

H. SLI wishes to induce Hanson to accelerate its excavation rate, and the parties wish to resolve their current disputes and to that end, Hanson and SLI desire to amend the Development Agreement on the terms set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby expressly acknowledged by each of Hanson and SLI, and intending to be legally bound hereby, Hanson and SLI hereby specifically covenant and agree as follows:

1. Amendments to Development Agreement:

- (a) Recital B of the Development Agreement shall be amended in its entirety to read: "The parties estimate that there are thirty four million two hundred thousand (34,200,000) cubic yards of material to be extracted from the Property (the "Material"). Of this Material, forty percent (40%) is estimated to be saleable aggregates (the "Aggregates") with the remainder being material that is not saleable aggregates (the "Fine Material")." All references to "fine material" in the Development Agreement shall mean "Fine Material."
- (b) Section 2 of the Development Agreement shall be amended in its entirety to read as follows:

"Unless earlier terminated as provided herein, the term of this Agreement shall begin on the effective date of this Agreement and terminate on December 31, 2033 ("Initial Term"). Notwithstanding the foregoing, Hanson shall have five (5), one (1) year options to extend the Term for the period of time between January 1, 2034 and December 31, 2038. "Term" shall mean the Initial Term and any exercised option to extend the Term. To exercise each such option, Hanson must give SLI a minimum of one hundred and twenty (120) days' written notice before the end of each term.

Subject to an extension granted to Hanson pursuant to Section 9.6, Hanson agrees: (i) to complete this mining project within the Initial Term and in accordance with the excavation schedule and Mining Plan attached hereto as Exhibit F, and (ii) if Hanson exercises one or more options to extend the Term, Hanson and SLI shall meet and confer in good faith to determine if agreement can be reached on an excavation schedule and Mining Plan for such option periods. If the parties cannot reach agreement on a revised excavation schedule and Mining Plan, then either

party may terminate this agreement on one hundred twenty (120) days' notice to the other party.

As provided in Section 9.5, the Term may be extended if the parties mutually agree for additional phases on the Property."

(c) The following sentences shall be added to Section 3.3 of the Development Agreement, "Production Royalty":

"Notwithstanding the foregoing, starting on January 1, 2017, regardless of the amount of Aggregate removed from the Property and sold by Hanson each Year, Hanson shall pay SLI a minimum Production Royalty of Five Hundred Thousand Dollars (\$500,000.00) per Year ("Minimum Annual Production Royalty"), provided however that Hanson shall be allowed to "bank" any Production Royalty paid in any Year that exceeds the Minimum Annual Production Royalty to be applied towards satisfaction of the Minimum Annual Production Royalty for a maximum of three subsequent Years. For example, if in year 1, Hanson pays a Production Royalty of \$750,000; in year 2, Hanson pays a Production Royalty of \$500,000; in year 3, Hanson pays Production Royalty of \$300,000; and in year 4 Hanson pays a Production Royalty Payment of \$600,000, then Hanson shall not be obligated to pay any additional Production Royalties in year 1 (because \$750,000 Production Royalty exceeded the Minimum Annual Production Royalty); or in year 2 (because \$500,000 is the Minimum Annual Production Royalty; or in year 3 (because Hanson banked \$250,000 from year 1 and applied \$200,000 of such banked amount to satisfy the Minimum Annual Production Royalty for year 3); or in year 4 because the \$600,000 Production Royalty payment exceeded the Minimum Annual Production Royalty. But in Year 5 Hanson will have no further "banked" credits eligible from Year 1 and will only have the \$100,000 banked credit (available from its year 4 payment in excess of the Minimum Production Royalty) to offset against the Minimum Production Royalty in year 5, because there is a three year limit on the carry forward or "banking" of payments in excess of the Minimum Annual Production Royalty.

Any shortfall in the annual Production Royalty paid and the Minimum Annual Production Royalty shall be paid by Hanson to SLI within thirty (30) days of the end of the Year. The Minimum Annual Production Royalty will escalate each Year by the same percentage adjustment as applied to the per-ton Production Royalty. "Year" shall mean a 12-month calendar year. For any partial Year during the Term, the Minimum Annual Production Royalty shall be pro-rated based on a 365-day Year."

- (d) Sections 3.2, "Fixed Royalty," 4 "Extraction Fee," and Exhibit E of the Development Agreement shall be deleted in their entirety.
 - (e) Section 3.3 shall be amended in its entirety to read as follows:

- "(a) Subject to the adjustment provided in Section 3.3(b), Hanson shall pay a royalty of Eighty-Six Cents (\$.86) per ton of Aggregates as a production royalty during the Term of this Agreement (as adjusted, the "Production Royalty Rate"). Such royalties are due thirty-five (35) days after the end of the month in which the Aggregates are sold by Hanson.
- Beginning on January 1, 2017, and each January 1st thereafter during the Term, the Production Royalty Rate shall be an amount equal to the amount in effect in the immediately preceding Year increased by a percentage equal to the greater of: (a) the percent increase, if any, in the PPI during the most recent twelve month period for which such data is available or (b) the year over year percentage increase in the average selling price to all third parties (excluding Hanson's Affiliates) of Aggregates produced or sold at or from the Property. The increase in the average sales price per ton shall be calculated as follows: (1) the prior Year's average selling price shall be calculated as the per ton price received by Hanson during the twelve month period ending one full year before the January 1 royalty recalculation date, by averaging the per ton price received by Hanson during that twelve month period and giving equal weight to the price of each ton sold, compared with (2) the average selling price, similarly calculated, received by Hanson during the twelve month period immediately preceding the January 1 royalty recalculation date. "Affiliate" means any business entity that directly or indirectly is in control of, is controlled by, or is under common control of such business entity.
- (c) The term "PPI" means the United States Department of Labor, Bureau of Labor Statistics, Producer Price Index for Construction sand, gravel, and crushed stone (commodity code 13-21) on the basis of 1982 = 100. If the format or components of the PPI are materially changed after the execution of this Agreement, the parties shall substitute an index which is published by the Bureau of Labor Statistics, or a similar agency, and which in the parties' judgment, is equivalent to the PPI in effect on the date of this Agreement.
- (d) The Parties will review and monitor market conditions to determine if the Production Royalty Rate fairly represents and compensates SLI during the duration of the Term. The review is designed to address unique price improvement conditions (for example, >300% improvement in average selling price of Aggregates from the Property), and restructure the Production Royalty Rate to reflect those circumstances. Any changes will be discussed and modified only if approved by both Parties."
- (f) Section 5, "Quantity and Quality of Materials," of the Development Agreement is amended in its entirety to read as follows:
 - (a) It is a material term and condition of this Agreement that Hanson excavate sufficient native (i.e., not stockpiled) Material (saleable or not) ("Native Material") to meet the excavation schedule and adhere to the Mining Plan set

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forth in Exhibit F to this Amendment. This is necessary to enable SLI to prepare additional air space for disposal at the landfill. Therefore, Hanson agrees to excavate, at a minimum, the quantity of Material described for each month or annual period (stated in Exhibit F) and at the designated areas at the Property, as set forth in Exhibit F hereto.

- (b) Title to the saleable Aggregates shall pass to Hanson upon excavation of such saleable Aggregates from the Property; provided, however, that upon the expiration of Term of the Development Agreement as amended herein, legal title and ownership to all saleable Aggregates and all other excavated materials remaining on the Property, if any, shall revert to and be deemed solely vested in SLI. SLI may thereafter sell such saleable Aggregates and shall retain all proceeds thereof.
- (c) Notwithstanding the foregoing, SLI is obligated to excavate Fine Materials that Hanson previously conveyed to SLI pursuant to Section 6.3 of the Development Agreement and SLI placed in an area that Hanson must excavate pursuant to the Mining Plan ("Previously Removed Fine Material"). Such materials excavated by SLI shall not count towards Hanson's excavation obligations in Exhibit F or the Mining Plan. "Fine Materials" shall mean the portion of the Material that is not composed of saleable Aggregate."
- (g) Section 6.2, "Mining Plan," is amended in its entirety to read as follows:

"Hanson shall adhere to the Mining Plan attached hereto as Exhibit F unless the parties agree otherwise, in a writing signed by both parties. In addition, on or about September 1st of each year of the Agreement, SLI shall provide Hanson with copies of Landfill development plans detailing the specific location of Landfill development needed for the upcoming calendar year along with the Landfill development progression anticipated over the next five-year period. SLI's plans shall include engineering estimates of quantities of Material to be removed along with details regarding any and all permit limitation and/or restriction that would impact Hanson's ability to perform under this Agreement. Hanson shall use the Mining Plan to develop the anticipated Cost of Extraction ("Cost") for removing and processing Material. Except as expressly provided in Section 5(c), all said Cost shall be the sole responsibility of Hanson and shall include the cost of excavation and transportation and disposal of fines into the Designated Fines Materials Conveyance Area (except the Previously Removed Fine Material). Nothing in this Agreement shall prohibit SLI from the following activities: (i) excavation, extraction, drilling, and blasting of Material. (ii) placing liners in all or a portion of the Property, (iii) stockpiling Material, or (iv) doing any other activity reasonably necessary for SLI to timely and effectively operate its landfill according to its permits; provided, however, that (x) SLI will extract Material as reasonably practical to preserve the Aggregates for extraction by Hanson."

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(h) In Section 6.1, "Labor and Equipment", the second sentence shall be replaced in its entirety with the following:

"In the event SLI requires Hanson to relocate any or all of the equipment or utilities sooner than 24 months before the end of the Initial Term, then SLI shall pay to Hanson the pro-rata share of the relocation expenses based on a straight-line depreciation over the total years in the Initial Term. For example, if SLI requires Hanson to relocate equipment in July 2029, then SLI would be obligated to pay Hanson 4/17th of the relocation cost or, in lieu of such payment, Hanson may then elect to terminate the agreement on 120 days' written notice to SLI."

(i) The following sentences shall be added to Section 6.3, "Removal of Fines":

"Hanson shall also, at its sole expense, convey Fine Materials to the pit designated on Exhibit G (the "Additional Fine Materials Area") until the Additional Fine Materials Area is filled to its capacity. "Filled to its capacity" shall mean non-engineered placement of material up to the approximate elevation of 810 ft. Hanson shall be responsible for the costs to convey and place the Fine Materials into the Additional Fine Materials Area. When the "Additional Fine Materials Area" is filled to its capacity, the parties shall meet and confer on an alternate location for the Fine Materials ("Alternative Fine Materials Area"). Hanson shall convey Fine Materials to the Alternative Fine Materials Area. Hanson shall only be responsible for the cost to convey fines to the Alternative Fine Materials Area up to the average annual capital and operating costs incurred by Hanson to convey Fine Materials to the Additional Fine Material Area ("Hanson's Conveyance Obligation"). Hanson's Conveyance Obligation shall be determined by adding up the following marginal costs incurred by Hanson to convey fines to the Additional Fine Materials Area; labor, power, fuel, equipment (e.g., dozer, loader, haul trucks), and capital costs such as conveyor extensions. These costs will then be calculated on a per cubic yard basis using the volume of materials conveyed to the Additional Fine Material Area. The resulting average per cubic yard cost shall be the Hanson Conveyance Obligation. Following the Year in which the Hanson Conveyance Obligation is first calculated, the Hanson Conveyance Obligation shall be escalated annually thereafter by the percent increase, if any, in the PPI during the most recent twelve month period for which such data is available.

Hanson shall review its Fine Material conveyance costs per cubic yard with SLI in September of each year during the Term, and shall allow SLI to audit Hanson's books and records to verify all such costs. SLI shall be obligated to pay for the costs incurred by Hanson to convey the Fine Materials to the Alternative Fine Material Area in excess of the Hanson Conveyance Obligation. SLI shall pay Hanson such amount within thirty (30) days following issuance of an invoice by Hanson to SLI.

If Hanson requires the placement of structural fill in connection with their operations during the Term of this Agreement, this fill will be constructed in accordance with engineering specifications for structural fill placement provided by SLI and attached hereto as Exhibit H, and shall be paid for by Hanson.

(j) Section 6.4, "Progress Meetings and Reports," is amended in its entirety to read as follows:

"Hanson shall provide SLI with a monthly report stating the total quantity of Material excavated by Hanson during the prior month. This report shall be delivered to Republic no later than the tenth business day of the following month. Further, unless the parties agree otherwise, Hanson and SLI shall meet monthly to review Hanson's progress towards meeting the excavation schedule requirements in Exhibit F and, if agreed to by both parties in a writing signed by both parties, may amend or update the schedule and/or the Mining Plan.

Following Phase 1 and 2 of the Mining Plan, Hanson shall excavate at the minimum rate of 750,000 cubic yards per Year of Native Material. This requirement may be waived annually by SLI, in SLI's sole discretion. Such waiver, if requested by Hanson, shall be discussed at the annual meeting described in Section 6.2 of the Agreement. If given by SLI, SLI shall provide Hanson any such waiver in writing.

If it is determined that Hanson is not making "Adequate Progress" based on the Mining Plan in Exhibit F and the annual excavation requirements after the completion of Phases 1 and 2 described herein, and as these requirements may be amended in writing by the Parties from time to time, SLI may, at is option, provide written notice to Hanson of the shortfall in excavation and shall allow Hanson to cure the shortfall in full within 60 days of Hanson's receipt of such notice. "Adequate Progress" shall mean (A) 200,000 cubic yards per month during Phase 1 of the Mining Plan in Exhibit F, or (B) 125,000 cubic yards per month during Phase 2 of the Mining Plan in Exhibit F, or (C) following Phase 1 and 2 of the Mining Plan, 50,000 cubic yards per month. If the shortfall is not cured by the end of such 60-day period, SLI may, at is sole option and discretion, hire a third party contractor at the expense of Hanson to reach the level of Adequate Progress, provided however that Hanson may continue to excavate the Property in conjunction with such third party contractor. During the period that SLI's third party contractor is excavating on the Property, Hanson shall not unreasonably interfere with the excavation plans and activities of SLI's third party contractor. Hanson shall reimburse SLI, within thirty (30) days of invoice receipt, for SLI's reasonable out-of-pocket costs of hiring such third party contractor to reach the level of Adequate Progress."

(k) Section 9.6 of the Development Agreement shall be amended to replace "in 17 years" with "the Term.

2. Extraction Fees and Fixed Royalties.

- (a) Hanson waives, and SLI shall not be obligated to pay Hanson, the Extraction Fees Receivables Balance. SLI waives, and Hanson shall not be obligated to pay SLI, the Contractor Excavation Cost.
- (b) Hanson waives any and all right to, and SLI shall no longer be obligated to pay Hanson, any Extraction Fees for the remaining Term. SLI waives any and all right to, and Hanson shall not be obligated to pay SLI, any Fixed Royalties under the Development Agreement.

SLI Relocation Obligations.

- (a) SLI shall pay Hanson the \$1,591,644.04 SLI Relocation Obligation on or before December 31, 2016.
- (b) SLI shall pay Hanson the Utility Relocation Cost within 60 days of Hanson's issuance of an invoice for such cost to SLI.
- 4. <u>Conflicts; No Other Amendment.</u> In the event of a conflict between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. Capitalized terms not defined herein shall refer to the definitions of such terms in the Development Agreement. Except as expressly set forth in this Amendment, the provisions of the License remain in full force and effect.

Miscellaneous.

- (a) <u>Authority</u>. Each signatory of this Agreement represents and warrants that he or she has full authority to enter into this Amendment on behalf of the respective parties.
- (b) Entire Agreement. This Amendment, together with the Development Agreement, represents the entire understanding and agreement between Hanson and SLI with respect to the subject matter hereof, and no amendment or modification of this Agreement shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment hereof, specifying what provision hereof is being amended thereby, and signed by each of the parties. This Amendment resolves all reciprocal payment obligations of the Parties arising prior to the date of execution of this Amendment arising under sections 3, 4 and 6.1 of the Development Agreement, and establishes the reciprocal payment obligations of the Parties relating to the matters covered by these sections from and after the date of execution of this Amendment, unless this Amendment expressly provides otherwise.
- (c) No Third Party Beneficiaries. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the named parties to this Amendment, any rights, remedies, obligations or liabilities.

- (d) Counterparts, This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same Amendment. The parties contemplate that they may be executing counterparts of this Amendment transmitted by facsimile or email in PDF format and agree and intend that a signature by facsimile machine or email in PDF format shall bind the party so signing with the same effect as though the signature was an original signature. Hanson and SLI shall execute and deliver such additional documents and take such additional actions as either may reasonably request to carry out the purposes of this Amendment.
- (e) Severability. If any term or provision of this Amendment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Amendment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

IN WITNESS HEREOF, Hanson and SLI have executed this Agreement intending it to be effective as of the date first written above.

HANSON AGGREGATES PACIFIC SOUTHWEST, INC., a Delaware corporation	SYCAMORE LANDFILL, INC., a California corporation
By: Chi, Helly	By Jul Eddlus
Name: Chris Hobby	Name: Heath Eddlellute
Title: UPGM	Title: Vice President

Date: 12/5/16

EXHIBIT F

Mining Plan and Excavation Schedule

- Excavate MPC-1 Phase 1, approximately 2.2 million cubic yards, of Native Material during the eight (8) month period starting on Phase 1 Commencement Date (the "Phase 1 Excavation"). See drawing number 1.
 - Phase I Commencement Date shall be September 1, 2016, unless SLI provides
 Hanson advance notice of a delay in the Phase I Commencement Date.
 - Assuming that the Phase 1 Commencement Date begins on September 1, 2016, the Phase 1 Excavation shall be completed by no later than April 30, 2017.
 - Minimum excavation rate will be 200,000 cubic yards per month starting on Phase 1 Commencement Date.
 - Excavated material to be stockpiled in area shown on drawing number 1.
- Complete excavation of remaining area of MPC-1, approximately 2.4 million cubic yards of Native Material, during the twenty (20) month period starting on the Phase 2 Commencement Date, unless SLI provides Hanson advance notice of a delay such of commencement. See drawing number 2.
 - Phase 2 Commencement Date shall be the day following the conclusion of the Phase 1 Excavation.
 - o Minimum excavation rate will be 125,000 cubic yards per month.
 - o Excavated material to be stockpiled in area shown on drawing number 2.
- Following Phase 1 and 2 of the Mining Plan, Hanson shall excavate at the minimum rate
 of 750,000 cubic yards per Year of Native Material. See drawing number 3 for
 remaining landfill footprint excavation. Stockpile locations for future excavated material
 and additional fines material to be determined as the landfill development progresses.



THOMAS E. MONTGOMERY
COUNTY COUNSEL

OFFICE OF COUNTY COUNSEL 1600 PACIFIC HIGHWAY, ROOM 355, SAN DIEGO, CA 92101 (619) 531-4860 Fax (619) 531-6005 PAULA FORBIS
SENIOR DEPUTY
Direct Dial: (658) 556-2706
E-Mail: paula forbis@edcounty ca gov

May 2, 2017

Stephen J. O'Neil Sheppard Mullin Richter & Hampton 333 South Hope Street, 43rd Floor Los Angeles, CA 90071-1422

VIA EMAIL AND U.S. MAIL

Re: Hanson Aggregates Pacific Southwest, Inc.- Santce Title V Issues

Dear Stephen:

Thank you for your letter of March 15, 2017. I have reviewed your letter as well as the Landfill Development Agreement ("Agreement") and the First Amendment ("Amendment") to that Agreement which you provided. As a preliminary matter, the District will agree to protect the information in Exhibit B, C, and D, as trade secret information. If a public records act request is submitted asking for these materials, the District will follow the procedures prescribed in District Rule 177(g) prior to releasing those materials. Additionally, for the reasons discussed below, we do not require the pricing and billing information that you offered to submit as Exhibits C and D. You may choose to submit that information at a later time, but we do not find it necessary to determining whether the Hanson Aggregates Pacific Southwest Inc. operation of the Hanson Santee Aggregate Plant ("Hanson Santee") at Sycamore Landfill should be aggregated with the operations of the landfill itself.

From the review of the Agreement and Amendment, and in consideration of your letter, the District finds that Hanson Santec and Sycamore Landfill should be considered a single stationary source for purposes of Title V permitting. The following are the reasons for this conclusion.

I. Hanson Santee and Sycamore Landfill meet the definition of a single stationary source under District Rule 1401.

For purposes of permitting under Title V, a stationary source is defined as "an emission unit, or aggregation of emission units which are located on the same or

contiguous properties and which units are under common ownership or entitlement to use." District Rule 1401(c)(46). As we discussed in our phone call of September 15, 2016, the District interprets the phrase "entitlement to use" to be the same as "common control" which is extensively discussed in federal Environmental Protection Agency ("EPA") letters related to stationary source determinations¹. Thus, there are two prongs to identifying a stationary source under the District Title V Rules: location on a contiguous parcel, and entitlement to use (common control).

 A. The Hanson Santee and Sycamore Landfill operations are located on a contiguous parcel.

There is no dispute that the Hanson Santee operations are located on the same parcel as the Sycamore Landfill operations. In fact, what is apparent from the aptly named Landfill Development Agreement submitted as Exhibit B is that Hanson Santee is located upon and was contracted to excavate the landfill itself, as well as provide the daily cover for the landfill.

B. There is clearly common control between the parties as reflected in the Agreement and Amendment.

As the EPA has long noted, "Typically, companies don't just locate on another's property and do whatever they want. Such relationships are usually governed by contractual, lease, or other agreements that establish how the facilities interact with one another. Therefore, we presume that one company locating on another's land establishes a "control" relationship." Letter from William A. Spratlin, Director, Air, RCRA, and Toxics Division to Peter R. Hamlin, dated September 18, 1995. This presumption is rebuttable, so it is important to look at the contractual relationship between Hanson Santee and the Sycamore Landfill to determine whether common control exists.

As repeatedly stated in EPA determination letters, EPA has no adopted regulatory definition of "common control". Instead, "... the Agency has relied on the common definition. Webster's Dictionary defines *control* as 'to exercise restraining or directing influence over,' 'to have power over,' 'power of authority to guide or manage,' or if it [regulates] economic activity." Letter from Matt Haber, Chief, Permits Office, to Jennifer B. Schlosstein, dated November 27, 1996. The Spratlin letter referenced above includes a list of screening questions often employed in analyzing the operations of

However, to clear up any confusion from our call, I did not indicate that the District interpreted "entitlement to use" as also encompassing the concept of common SIC code, contrary to the assertion in your letter. As will be discussed below, however, under either the federal or local definition of stationary source, the Hanson Santee operations must be aggregated with the Sycamore Landfill.

sources to determine whether common control exists between the entities. Even in the absence of shared corporate structures or administrative functions, "the new facility may still be considered to be under the control of the existing source if a significant number of the indicators point to common control." Spratlin letter, at 2.

After review of the Agreement and Amendment, the District finds that several of the screening questions in the EPA guidance can be answered in the affirmative, and thus are indicative of common control. These include the following:

- Does one operation support the operation of the other? Yes-Hanson Santee is essentially operating as the excavation operation for the Sycamore Landfill. This is reflected in the terms of the Agreement and Amendment. The Landfill Development Agreement provides, "The parties desire to enter into an arrangement whereby [Hanson Santee's predecessor] will cause the Material to be removed from the Property... in a manner consistent with [Sycamore's] needs to develop the Property as a landfill, and the Aggregates to be marketed...." Agreement at page 1, Recitals- section D. The Amendment provides, "It is a material term and condition of this Agreement that Hanson excavate sufficient... Material... to meet the excavation schedule and adhere to the Mining Plan set forth in Exhibit F to this Amendment. This is necessary to enable [Sycamore] to prepare additional air space for disposal at the landfill." Amendment at section I(f)(a), (emphasis added).
- What are the financial arrangements between the two entities? The financial arrangements are mutually beneficial. As you note in your letter, it is not unlawful to engage in a mutually beneficial contract; however it can indicate common control, as it does here. Under the Agreement, Hanson Santee has an exclusive license to extract the aggregates on the site. Agreement at section L(1.1)(a). Under the Amendment, Hanson Santee provides a minimum production royalty to Sycamore Landfill, and pays royalties based upon the aggregate it is able to sell. Amendment section 1(c). Under the Agreement, Sycamore Landfill was required to pay an Extraction Fee per cubic yard of material removed. This fee is no longer required under the terms of the Amendment. Agreement section 1(4); Amendment section 1(d).
- What are the contractual arrangements for providing goods and services? The
 Amendment provides that Hanson will extract materials as specified in the
 Mining Plan and Excavation Schedule in order to create the space for the
 landfill. Amendment section I(f)(a), Exhibit F. If Hanson Santee fails to

comply with the established schedule, Sycamore Landfill may hire another contractor at Hanson Santee's expense. Amendment at I(j).

• Do the facilities share intermediaries, products, byproducts, or other manufacturing equipment? Hanson Santee is also required to deposit the "fine materials" byproduct to an area specified by Sycamore Landfill. Agreement section I(6.3); Amendment section I(i). Fine Materials are defined in the Amendment as the portion of excavated material that is not composed of saleable aggregate. According to the Joint Technical Document for Sycamore Landfill, approximately 60% by volume of the excavated material (i.e. the fine materials) is being supplied to Sycamore Landfill for daily cover, and this is projected to supply 100% of the landfill's daily and final cover needs. 2015 Joint Technical Document for Sycamore Landfill at 6-1 and 6-2. There is no fee for this material in the Agreement or Amendment.

Based upon the above answers to these screening questions, Hanson Santee and Sycamore Landfill are under common control. Hanson Santee provides all of the excavation for the Sycamore Landfill, in addition to all of the soil for the daily and final cover. Sycamore Landfill can control the location and the amount of materials to be removed from the site, in order to develop the Landfill. While Hanson Santee benefits from being able to sell the aggregates it produces, this does not detract from the considerable control over its operation under the terms of the Agreement and Amendment.

Additionally, EPA screening also looks for a contract-for-service relationship as evidence of common control. An EPA policy guidance letter on the treatment of temporary and contracted operations at stationary sources instructs that, "temporary and contractor-operated units be included as part of the source with which they operate or support." Letter from John Sietz, Chief of the Office of Air Quality Planning and Standards to the Minnesota Pollution Control Agency, November 16, 1994). Additional EPA guidance provides, "a determination of common control may be made on the basis of ... indirect control, such as when the goods or services provided by a co-located, contract-for-service entity are integral to or contribute to the output provided by a separately owned or operated' activity with which it operates or supports." Haber letter, at 3.

In this case, Hanson Santee's excavation operation is integral to the operation of the landfill. While a contractor was brought on to supplement the excavation in 2014, this does not detract from the fact that Hanson Santee is the primary provider of excavation services to Sycamore Landfill. In fact, under the initial Agreement, Hanson's

predecessor was paid an "Extraction Fee" per cubic yard of material removed to perform this service. Agreement at section I(4). And as noted above, Hanson Santee must comply with the Mining and Excavation Schedule established by the Amendment. If Hanson Santee does not comply with the excavation schedule, Sycamore Landfill "may, at its sole option and discretion, hire a third party contractor at the expense of Hanson to reach the level of Adequate Progress." Amendment at section I(j) (emphasis added). This is clear evidence of contract-for-service arrangement, and as such, common control.

II. Hanson Santee must be aggregated with the Sycamore Landfill because they meet the definition of a single stationary source under federal Title V regulations.

As you correctly noted in your letter, the federal definition of stationary source has a three-prong test.² For purposes of Title V permitting, federal regulations define major source as one or more stationary sources that: 1) are located on contiguous or adjacent properties; 2) are under common control of the same person or persons under common control; and 3) have the same two-digit Standard Industrial Classification ("SIC") code. 40 Code of Federal Regulations §70.2. As discussed above, Hanson Santee and Sycamore Landfill operate on the same parcel, and are under common control by virtue of the contractual relationship between them. They also can be considered to be under the same SIC code, since Hanson Santee is operating as a support facility to Sycamore Landfill.

A. Hanson Santee is operating as a support facility to Sycamore Landfill, and as such can be considered to be operating under the same SIC code.

As discussed above, Hanson Santec supports the operation of the Sycamore Landfill by providing excavation services to develop the landfill as well as the fine materials needed for the daily and final cover for the landfill per the terms of the Agreement and Amendment. EPA guidance provides that "a support facility is considered to be part of the same industrial grouping of that as the primary facility it supports even if the support facility has a different two-digit SIC code." Letter from Robert B. Miller, Chief, Permits and Grants Section, to William Baumann, dated August 25, 1999. A support facility relationship is presumed to exist when more than 50 percent of the output or services that are provided by one facility is dedicated to another facility

² The District's Title V Rules including this definition were approved by EPA initially on February 5, 1996. As a result, it is the District definition of stationary source that would govern this determination. Regardless, as further discussed herein, the Hanson Santee and Sycamore Landfill operations would be aggregated under either definition.

that it supports. Letter from Kathleen Anderson, Chief, Air Permits and Technical Review Branch, to Sharon G. Foley, dated October 22, 2009. In this case, 100% of Hanson Santee's excavation operation is dedicated to excavation of the Sycamore Landfill, and this operation provides 100% of the daily cover needed for the landfill.

Furthermore, additional factors may be considered in determining whether a support facility relationship exists. Support facility determinations can also depend upon the following:

- The degree to which the supporting activity receives materials or services from the primary activity (which indicates a mutually beneficial arrangement between the primary and secondary activities);
- The degree to which the primary activity exerts controls over the support activity's operations;
- The nature of any contractual arrangements between the facilities; and
- The reasons for the presence of the support activity on the same site as the
 primary activity (e.g. whether the support activity would exist at that site
 but for the primary activity).
 Miller letter, at 2.

As discussed above, it is clear from the review of the Agreement and Amendment that Hanson Santee receives the ability to mine aggregate for sale, Sycamore Landfill exerts complete control over the location and amount of materials to be removed, and Hanson Santee would not be located upon this property were it not for its role in excavating the space for the Sycamore Landfill. As such, it is a support facility to the Sycamore Landfill and can be considered to be operating under the same two-digit SIC code as Sycamore Landfill.

B. The support facility concept is not limited to permitting decisions under the Prevention of Significant Determination ("PSD") program.

Contrary to the assertion in your letter, the support facility concept is not limited to permitting under the PSD program. The EPA letter to John D. Lowe referenced in your letter simply does not specify as such. While the concept was initially described in the preamble to the PSD regulations, it has subsequently been referenced in many EPA determinations related to Title V permits. See Haber letter, November 27, 1996 at 1; Anderson letter, October 22, 2009 at 3; and (most recently) Letter from Kenneth Moraff, Director, Office of Ecosystem Protection to Douglas L. McVay, dated March 25, 2016 at 3, 4.

Conclusion

Based upon its analysis of the factors discussed above, the District finds that the Hanson Santee operations at the Sycamore landfill must be aggregated with the emissions of the landfill itself, because Hanson Santee is essentially operating as the excavation operation for the Sycamore Landfill, and provides the daily cover materials for the landfill. As such, Hanson Santee should have submitted a Title V permit application within 12 months of commencing operation at that location. District Rule 1414(c). The District sent notice of the Title V permit requirement to your client on March 11, 2016. Under even the most generous reading of District Rule 1414, an application for Hanson's Title V permit was due to the District by March 11, 2017. Further delay in submittal of the application will put your client at added risk for District, federal or citizen enforcement.

Please contact mc with any questions you may have.

Very truly yours,

THOMAS E. MONTGOMERY, County Counsel

By

Paula Forbis, Senior Deputy

To: Ferguson, Lincoln[ferguson.lincoln@epa.gov]; Lyons, Troy[lyons.troy@epa.gov]; William L. Wehrum[wwehrum@hunton.com]; Dominguez, Alexander[dominguez.alexander@epa.gov]; Harlow, David[harlow.david@epa.gov]

Cc: Ringel, Aaron[ringel.aaron@epa.gov]; Jackson, Ryan[jackson.ryan@epa.gov]

From: Gunasekara, Mandy

Sent: Wed 12/6/2017 4:08:44 PM

Subject: RE: Methane

Alexis is on it. Will follow-up in a few.

----Original Message----From: Ferguson, Lincoln

Sent: Wednesday, December 6, 2017 11:03 AM

To: Lyons, Troy <lyons.troy@epa.gov>; William L. Wehrum <wwehrum@hunton.com>; Gunasekara, Mandy <Gunasekara.Mandy@epa.gov>; Dominguez, Alexander <dominguez.alexander@epa.gov>; Harlow, David harlow, David harlow, David harlow.david@epa.gov>

Cc: Ringel, Aaron <ringel.aaron@epa.gov>; Jackson, Ryan <jackson.ryan@epa.gov>

Subject: RE: Methane

Mandy/Bill - if you could update him on this during your briefing this afternoon that should be sufficient.

----Original Message----

From: Lyons, Troy

Sent: Wednesday, December 6, 2017 10:38 AM

To: William L. Wehrum <wwehrum@hunton.com>; Gunasekara, Mandy <Gunasekara.Mandy@epa.gov>; Dominguez, Alexander <dominguez.alexander@epa.gov>; Harlow, David <harlow.david@epa.gov> Cc: Ringel, Aaron <ringel.aaron@epa.gov>; Jackson, Ryan <jackson.ryan@epa.gov>; Ferguson, Lincoln <ferquson.lincoln@epa.gov>

Subject: Methane

The Admin has requested a one pager on methane in prep for tomorrow's hearing.

Sent from my iPhone

To: Wehrum, William L.[wwehrum@hunton.com]

From: Gunasekara, Mandy

Sent: Thur 9/7/2017 10:51:43 PM

Subject: FW: ENVIRONMENTAL LEADERS PRAISE BILL WEHRUM EPA NOMINATION

Yay!

From: EPA Press Office [mailto:press=epa.gov@cmail19.com] On Behalf Of EPA Press Office

Sent: Thursday, September 7, 2017 6:50 PM

To: Gunasekara, Mandy < Gunasekara. Mandy@epa.gov>

Subject: ENVIRONMENTAL LEADERS PRAISE BILL WEHRUM EPA NOMINATION

ENVIRONMENTAL LEADERS PRAISE BILL WEHRUM EPA NOMINATION

Wehrum Nominated to Head Air and Radiation Office

WASHINGTON (September 7, 2017) Today, President Donald J. Trump announced his intention to nominate Bill Wehrum to serve as EPA Assistant Administrator for the Office of Air and Radiation (OAR). Mr. Wehrum has a long history of public service, and previously served as EPA's acting assistant administrator for Air and Radiation from 2005 to 2007 and as EPA's principal deputy assistant administrator and counsel to the assistant administrator for Air and Radiation. He is currently partner and head of the Administrative Law Group at Hunton & Williams LLP where his practice focuses on air quality issues. Mr. Wehrum's career includes over 31 years working in the environmental field through engineering, legal practice, and administrative duties.

His nomination is receiving high accolades from environmental leaders across the country:

Sean Alteri, director, Kentucky Division for Air Quality and 2017 president of the Association of Air Pollution Control Agencies: "Considering his education and experience as a chemical engineer and an environmental attorney, Mr. Wehrum will be well-positioned to provide clear, concise direction to address the many diverse, complex air quality issues. As a student of the Clean Air Act, Mr. Wehrum's knowledge and experience will greatly benefit EPA, state, and local air pollution control agencies. We look forward to working with Mr. Wehrum and EPA's senior leadership to improve air quality in Kentucky and throughout our nation. The Kentucky Division for Air Quality supports Mr. Wehrum's nomination to serve as the assistant administrator of EPA's Office of Air and Radiation."

John Cruden, president-elect of the American College of Environmental Lawyers and assistant attorney general, Environment and Natural Resources Division, U.S. Department of Justice (12/2014-1/2017): "I have worked with Bill Wehrum while he was a senior official at EPA during the Bush Administration, and have followed his impressive career in private practice. I believe he is committed to achieving clean air for all citizens and carefully following sound and current science."